

RECORDATION NO. 18816 FFE

NOV 26 '03

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SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

November 26, 2003

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of Supplement No. 12, dated as of November 26, 2003, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Amended and Restated Loan, Chattel Mortgage and Security Agreement previously filed with the Commission under Recordation Number 18816-SS.

The names and addresses of the parties to the enclosed document are:

Debtor: Citibank, N.A.  
335 Madison Avenue  
New York, New York 10017

Secured Party: ACF Industries, LLC  
(successor to ACF Industries,  
Incorporated)  
620 North Second Street  
St. Charles, Missouri 63301

Mr. Vernon A. Williams  
November 26, 2003  
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A description of the railroad equipment covered by the enclosed document is:

25 railcars within the series SHPX 206616 – SHPX 206763 and SHPX 450071  
SHPX 450113

A short summary of the document to appear in the index follows:

Supplement No. 12 to Security Agreement

Also enclosed is a check in the amount of \$30.00 payable to the order of the  
Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anr  
Enclosures

SUPPLEMENT NO. 12 DATED AS OF NOVEMBER 26, 2003  
TO  
AMENDED AND RESTATED LOAN, CHATTEL MORTGAGE  
AND SECURITY AGREEMENT  
DATED AS OF NOVEMBER 19, 2002  
BETWEEN  
ACF INDUSTRIES LLC  
(SUCCESSOR TO ACF INDUSTRIES, INCORPORATED, "DEBTOR")  
AND  
CITIBANK, N.A. ("SECURED PARTY")

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WHEREAS, Debtor and the Secured Party entered into a certain Amended and Restated Loan, Chattel Mortgage and Security Agreement dated as of November 19, 2002 (as amended and supplemented through the date hereof, the "Loan Agreement") pursuant to which the Secured Party agreed to lend certain sums to the Debtor (the "Loans"); and it is a condition precedent to the obligation of the Secured Party to make additional Loans to the Debtor that the Debtor execute and deliver to the Secured Party this Supplement to the Loan Agreement (the "Supplement"); and

WHEREAS, a memorandum of the Loan Agreement was recorded on November 19, 2002 with the Surface Transportation Board, Recordation No. 18816-SS, and with the Registrar General of Canada, Recordation No. 14374.

1. Definitions. Except as otherwise defined in this Supplement, terms defined in the Loan Agreement or by reference therein are used herein as defined therein.
2. Supplements. The Loan Agreement shall be amended and supplemented as follows:

The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party and grants the Secured Party a first priority lien on and security interest in all of the Debtor's right, title and interest in and to the Equipment and Leases (but only to the extent relating to the Equipment) more fully described on Schedule A-1 hereto and agrees that such Equipment and Leases (but only to the extent relating to the Equipment) shall constitute Collateral subject to the grant of security by the Debtor set forth in Section 4 of the Loan Agreement. Schedule A to the Loan Agreement shall be amended and supplemented by Schedule A-1 hereto to include the Equipment and the Leases more fully described on Schedule A-1 hereto and Schedule A-1 hereto shall be deemed to be an addition to and part of Schedule A to the Loan Agreement. Each reference to Schedule A in the Loan Agreement shall be deemed to be a reference to Schedule A as amended and supplemented by Schedule A-1 hereto, and each reference to the Equipment or Leases in the Loan Agreement shall be deemed to include the Equipment and the Leases (but only to the extent relating to the Equipment) described on Schedule A-1 hereto.

3. Ratification. Except as expressly amended and supplemented hereby, the Loan Agreement is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in respect of any term or condition

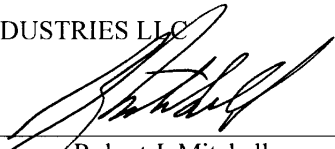
of the Loan Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Loan Agreement or any other Loan document.

4. Counterparts. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

ACF INDUSTRIES LLC

By:   
Name: Robert J. Mitchell  
Title: Senior Vice President-Finance

CITIBANK, N.A.

By: \_\_\_\_\_  
Name:  
Title:

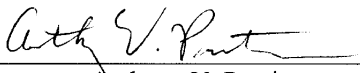
[Signature Page to Supplement No. 12]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

ACF INDUSTRIES LLC

By: \_\_\_\_\_  
Name: Robert J. Mitchell  
Title: Senior Vice President-Finance

CITIBANK, N.A.

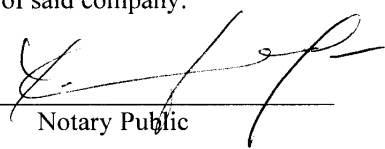
By:  \_\_\_\_\_  
Name: Anthony V. Pantina  
Title: Vice President

[Signature Page to Supplement No. 12]

STATE OF NEW YORK           )  
  ) ss.:  
COUNTY OF NEW YORK        )


On this 24<sup>th</sup> day of November, 2003, before me, personally appeared Robert J. Mitchell to me personally known, who being by me duly sworn, says that he is the Senior Vice President of Finance of ACF Industries LLC, that the foregoing instrument was signed on the date hereof on behalf of said company by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

YEVGENY FUNDLER  
Notary Public State of New York  
No. 02FU6046929  
Qualified in New York County  
Commission Expires August 21, 2006

  
Notary Public

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF NEW YORK        )

On this 24 day of November, 2003, before me, personally appeared Anthony V. Pantina, to me known, who being by me duly sworn, says that he resides in Queens, NY and is Vice President of CITIBANK, N.A.; that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

  
\_\_\_\_\_  
Notary Public

**Anthony J. Cangelosi**  
Notary Public, State of New York  
No. 01CA0552219  
City of Richmond County  
Commission Expires January 21, 2006



SCHEDULE A-1

[SCHEDULE OF ADDITIONAL UNITS]

Lessee	Contract	Rptg Mark	Car Number
ABENGOA BIOENERGY GROUP	80550001	SHPX	206616
ABENGOA BIOENERGY GROUP	80550001	SHPX	206618
ABENGOA BIOENERGY GROUP	80550001	SHPX	206624
ABENGOA BIOENERGY GROUP	80550001	SHPX	206626
ABENGOA BIOENERGY GROUP	80550001	SHPX	206640
ABENGOA BIOENERGY GROUP	80550001	SHPX	206643
ABENGOA BIOENERGY GROUP	80550001	SHPX	206651
ABENGOA BIOENERGY GROUP	80550001	SHPX	206655
ABENGOA BIOENERGY GROUP	80550001	SHPX	206656
ABENGOA BIOENERGY GROUP	80550001	SHPX	206658
ABENGOA BIOENERGY GROUP	80550001	SHPX	206659
ABENGOA BIOENERGY GROUP	80550001	SHPX	206663
ABENGOA BIOENERGY GROUP	80550001	SHPX	206664
ABENGOA BIOENERGY GROUP	80550001	SHPX	206667
ABENGOA BIOENERGY GROUP	80550001	SHPX	206676
BARRETTS MINERALS	73880018	SHPX	450071
BARRETTS MINERALS	73880018	SHPX	450072
CEREAL FOODS	8048	SHPX	450106
CEREAL FOODS	8048	SHPX	450107
CEREAL FOODS	8048	SHPX	450108
CEREAL FOODS	8048	SHPX	450109
CEREAL FOODS	8048	SHPX	450110
CEREAL FOODS	8048	SHPX	450112
CEREAL FOODS	8048	SHPX	450113
ETHANOL PRODUCTS	79470004	SHPX	206763

25 Cars